

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
TOA DESIGN GROUP, LLC
FOR COUNTYWIDE PARKS & RECREATION SYSTEM MASTER PLAN UPDATE
AND COUNTYWIDE TRAILS MASTER PLAN UPDATE
RSQ #16-0002**

This is an Agreement between the Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and TOA Design Group, LLC, a Florida limited liability company, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ) #16-0002, for procurement of a firm to provide a comprehensive update to the Lake County Countywide Parks and Recreation System Master Plan ("Part A") and Countywide Trails Master Plan ("Part B"), hereinafter collectively referred to as the "Project"; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to complete the services for the Project in accordance with the Scope of Services attached hereto as **Attachment A**, and incorporated herein by reference.

2.2 This Agreement shall become effective upon written notice to proceed to the CONSULTANT by the COUNTY. The entire Project (Countywide Parks & Recreation System Master Plan Update – Part A and Countywide Trails Master Plan Update – Part B) shall be completed no later than twelve (12) months from the effective date of this Agreement. The CONSULTANT agrees and acknowledges that time is of the essence in completing the Scope of Services identified herein. This Agreement shall remain in effect until such time as the services for the entire Project (Part A and Part B) have been accepted as completed by the Lake County Board of County Commissioners.

Article 3. Payment

3.1 The COUNTY shall pay CONSULTANT to complete the entire Project (Part A and Part B) in an amount not to exceed \$203,360.00, more fully detailed in the Project Budget and Rates attached hereto as **Attachment B**, and incorporated herein by reference.

3.2 Invoices shall be submitted monthly, by the tenth (10th) calendar of each month, to the Lake County Parks and Trails Division, P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Each invoice shall show the total amount previously invoiced and the net amount due for the current invoice and include a project report.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and this Agreement may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder, unless otherwise agree to by the COUNTY.

Article 4. COUNTY Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a COUNTY staff member to act as COUNTY'S Project Administrator.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. CONTRACTOR shall during the entire term of this Agreement be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Key Contractor Personnel. The CONSULTANT represents that each person listed in the CONSULTANT'S Proposal shall be available to perform the services described herein, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval by the COUNTY. In the event the requested substitute person is not satisfactory to the COUNTY, and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel this Agreement for cause.

5.3 CONSULTANT acknowledges and agrees that CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within the COUNTY; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

5.4 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. The COUNTY reserves the right to terminate the Agreement if CONSULTANT materially fails to fulfill any of its obligations under this Agreement, if the service does not conform to the specifications, or if the CONSULTANT materially fails to comply with any federal, state or local statutes, rules and regulations applicable to this Agreement, including health and safety rules and regulations. Termination by COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

D. In addition to any other termination provisions provided herein, should the CONSULTANT fail to complete the work within the performance period cited in paragraph 2.2 above, it is agreed and understood that the COUNTY reserves the authority to cancel this Agreement with the CONSULTANT and to secure the services of another consultant to complete the work. If COUNTY exercises this authority, COUNTY shall be responsible for reimbursing the CONSULTANT for work which was completed and found acceptable in accordance with the contract specifications. Additionally, the COUNTY may, at its option, demand payment from CONSULTANT, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another consultant. CONSULTANT shall honor any such invoices or credit memos submitted to the CONSULTANT by the COUNTY under these circumstances.

5.5 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment or subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless

otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.6 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

- (vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, 315 West Main Street, P.O. Box 7800, Tavares, Florida 32778.

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

5.7 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the COUNTY, its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.8 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and

shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.9 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.10 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.11 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.12 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.13 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY.

CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.14 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.15 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.16 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.17 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.18 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.19 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.20 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.3 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.5 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.6 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VI of the 1964 Civil Rights Act, as amended, 49 C.F.R. Part 21, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT'S employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.7 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.8 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.10 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.11 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.12 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.13 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

TOA Design Group, LLC
135 W. Central Blvd, Ste 450
Orlando, Florida 32801

If to COUNTY:

County Manager
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are attached hereto and incorporated herein by reference, and shall constitute a material part of this Agreement. Both parties shall comply with their respective obligations under each Exhibit:

Attachment A	Scope of Services
Attachment B	Project Budget and Rates

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same and by CONSULTANT through its duly authorized representative.

CONSULTANT

TOA DESIGN GROUP, LLC

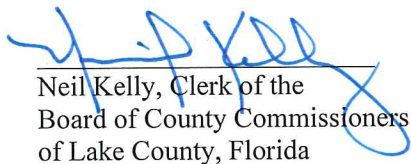

William L. Ball, Managing Member

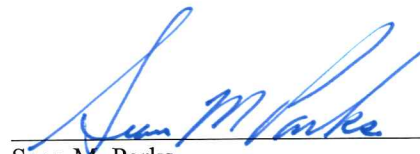
This 25th day of March, 2016.

License# LC26000504

COUNTY


ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Sean M. Parks
Chairman

This 19th day of April, 2016.

Approved as to form and legality:


Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

Pursuant to the terms of this Agreement, The CONSULTANT shall provide the following services:

1. Introduction

Lake County Parks & Trails Division is seeking to update the existing Countywide Parks & Recreation System Master Plan adopted in 2005 in a manner that will enable the County to meet the standards for national accreditation through the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) and the Statewide Comprehensive Outdoor Recreation Plan (SCORP). The following scope of work identifies the tasks required to perform the necessary research, surveys, studies, analysis, and outreach to update the adopted Lake County Parks & Recreation System Master Plan (Plan Update).

2. SCOPE OF SERVICES

The focus of the updated ten (10) year Countywide Parks and Recreation System Master Plan will be on park facilities which offers active, passive and linear recreation opportunities and shall incorporate all the major components of an effective parks and recreation system. During the update, the Consultant will explore, provide outreach, and develop partnership opportunities with all fourteen (14) municipalities (Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Leesburg, Mascotte, Minneola, Monteverde, Mount Dora, Tavares and Umatilla), the Lake County Economic Growth Department, the Lake-Sumter Metropolitan Planning Organization (MPO), the Lake County Water Authority (LCW), the St. Johns River Water Management District (SJRWMD), and all other appropriate State and Federal Agencies, as well as special interest and community organizations.

The Plan Update will include an assessment of potential shared facilities, a proposed organizational structure for the cooperative use, fees and charges policy and procedures, operation and maintenance policy, and procedures of joint-use facilities.

During the Plan Update, the Consultant will identify needed improvements to current parks, as well as identification of required new parks, types, locations, and recommended facilities. Public involvement in identifying the needs shall be solicited through community workshops, surveys, and interviews with local officials and organizations (County, municipal, school board, and others). A prioritized list shall be developed based on identified needs, demand, feasibility, and scheduling considerations.

Since the Parks and Recreation System Master Plan Update and the Trails Master Plan Update will be completed concurrently, many of the tasks presented below will be done as a dual activity. The Parks and Recreation System Master Plan Update process shall include the following professional services and tasks. The services has been organized to include all tasks identified in RSQ 16-0002.

Task A1 - Needs Assessment

The Consultant will update the needs assessment that was completed as part of the previously adopted Master Plan to determine any change in the recreation needs and priorities for Lake County residents and visitors. The assessment tasks will be based on the acquisition of readily available information from the aforementioned agencies/organizations, in addition to the National Recreation and Parks Association (NRPA) technical services, and federal and state databases. The assessment will be in a format that can easily be incorporated into the National Accreditation (CAPRA) self-assessment application. More specifically the Consultant will complete the following.

A1.1 Data Collection, Review & Mapping

- 1.1.1 The Consultant will review the most recent update to the Statewide Comprehensive Outdoor Recreation Plan (SCORP) and determine any deficiencies identified for Lake County and the Central Region.
- 1.1.2 Identify, map, inventory, and assess existing active, passive (includes neighborhood and mini parks) and linear parks, facilities, amenities, services and programs within Lake County.
- 1.1.3 Identify, map, inventory, and assess existing public access to major waterways within the County through boat ramps, launches, fishing facilities, and blueways.
- 1.1.4 Identify, map, inventory, and assess existing Public Land Properties (environmental management areas), their management plans, capital improvements and operating/restoration plans, and funding sources.
- 1.1.5 Identify, map, inventory, and assess public cemeteries under Parks & Trails maintenance responsibility.
- 1.1.6 Contact each of the public and private providers within the County (14 municipalities, school board, LCWA, and others) to secure an updated inventory of their parks and recreation facilities.

A1.2 Review of Past Plans & Comparisons

- 1.2.1 Review the County documents including the Comprehensive Plan and other planning studies and reports related to parks, recreation, open space, conservation and trails; and, document information that may impact the development of the Plan Update.
- 1.2.2 Document changes in the inventory since the 2005 Plan adoption and identify how the County has implemented the goals, objectives, and capital program that was included in the Plan.

A1.3 Benchmarking

Research and benchmark the surrounding Counties (Marion, Orange, Osceola, Polk, Seminole, Sumter, and Volusia) including but not limited to inventory of parks (active and passive/public lands properties), staffing, services, and capital/operating funds. This will be accomplished through information provided by the NRPA PROAGIS Database and other readily available information.

A1.4 Population & Service Area Projections

Update the County's projected population, urban service areas and identify planned development based on discussions with the County's planning staff.

A1.5 Economic Development & Special Event Assessment

Identify and document the existing special events that the County is sponsoring related to parks, recreation and environmental lands. This will include a discussion with the County's Economic Development staff related to future event plans and opportunities.

A1.6 Staffing & Operation Assessment

Research and document existing staffing, maintenance levels, and budget for Lake County Parks & Trails. This will include the maintenance relief provided by existing "Adopt-a-Park" programs and other volunteers.

A1.7 Current Fee Assessment

Review and document Lake County Parks and Trails current fees in comparison to other agencies within and adjacent to the County. This includes user and impact fees.

Task A2 – Recommendations & Draft Plan Update

The Consultant will provide preliminary recommendations for park facilities, programs, services, operations, and funding based on the initial needs assessment. The assessment and preliminary recommendations will be presented to the general public, community organizations, municipalities, County staff, the Parks, Recreation and Trails Advisory Board, and the Lake County Board of County Commissioners for comment prior to finalizing the Plan Update.

A2.1 Level of Service Update

Update facility level of service (LOS) recommendations based on projected population growth and planned development patterns.

A2.2 Service Enhancements

2.1.1 Update recommendations for future active, passive and linear park facilities and programs including cooperative development, operation and maintenance of facilities and programs with municipal, state, federal, and private agencies. This includes public access to major waterways (boat ramps, launches, fishing facilities, blueways).

- 2.1.2 Provide recommendations for improvements to the County's Public Land Properties, including access, management, and funding.
- 2.1.3 Identify potential new acquisitions that include general location recommendations, amount of acreage required, level of facility development, and timing schedule.
- 2.1.4 Develop a point based matrix for future park land purchases of both active and passive parks using such criteria as population served, connectivity, endanger species, and so on.
- 2.1.5 Provide recommendations on how the County should address all "mini-parks" and cemeteries currently under their responsibility. Recommendations may include, but are not limited to facility enhancements (development and maintenance), and the possible realignment of responsibilities to other parties, (cities, community organizations, or agencies) or to sell certain properties.
- 2.1.6 Review the Parks & Trails ADA Transition Plan and incorporate its recommendations and capital improvements into the Plan Update.
- 2.1.7 Make recommendations for any updates required in the County's Comprehensive Plan to successfully implement the Plan Update.

A2.3 Funding & Capital Planning

- 2.1.8 Recommend a standard method of calculating maintenance costs for the park facilities.
- 2.1.9 Make recommendations regarding any change to the County's Parks & Trails Division's fee structure.
- 2.1.10 Recommend short, mid and long term capital improvements required to implement the Plan Update.
- 2.1.11 Recommend changes to Parks & Trails Division's operating budget to support facility, programs, and services.
- 2.1.12 Provide a prioritized and phased project list based on identified needs, demands, feasibility, funding, and scheduling considerations.
- 2.1.13 The Consultant will recommend a funding plan to implement the Plan Update.

Task A3– Agency & Community Outreach

The Plan Update will be developed through the implementation of an active outreach program to gain critical information, determine future demand and build partnerships for the implementation of the Plan Update. The County will be responsible for securing the meeting places for each public forum and for advertising each event. The Consultant will create all presentation materials and be responsible for meeting coordination and facilitation.

A3.1 Other Lake County Departments

The Consultant will meet with other County departments including Public Works and the Economic Growth Department. **Three (3)** meetings have been included in the budget.

A3.2 Parks, Recreation & Trails Advisory Board

The Consultant will plan for and facilitate **three (3)** meetings/presentations with the Parks, Recreation and Trails Advisory Board. The first meeting will occur near the commencement of the Plan Update to review the process, review the community survey and hear from the Board regarding potential issues and system enhancements. The second meeting will be held to review preliminary recommendations (draft Plan Update). The third meeting will be held to present the final updated Countywide Parks & Recreation System Master Plan for review and approval.

A3.3 Community Survey

The Consultant will prepare a citizen survey to seek ideas on enhancements to the County's Parks and Trails System. The survey will be web-based. The Consultant will provide a draft of the survey to staff and the Parks and Recreation Advisory Board for comment. Once the comments have been made to the survey, the Consultant will create, host and manage the web-based survey.

The County will be responsible for advertising access to the survey, which includes, but is not limited to, press releases, hosting an article and a link on the County's website, contacting other agencies to promote the survey to their citizenry, and other measures to increase participation.

A3.4 Lake County's Tourist Development Council

The Consultant will facilitate **two (2)** meetings with the Tourist Development Council. The first meeting will be held to discuss the Plan Update and opportunities for the Plan to further the County's Economic Development Goals. The second meeting will present the draft Plan Update for comment.

A3.5 Public Meetings

The Consultant shall coordinate, plan for, facilitate and document **five (5)** community forum meetings/presentations. Each of these meetings will be held in different geographical locations within the County. The meetings will be held to present assessment findings and preliminary recommendations for comment. The County will be responsible for securing the meeting locations and for advertising the meetings. The Consultant will provide the County with an invitation flyer to be used in promoting the events.

A3.6 Lake-Sumter MPO Presentation

The Consultant will make **one (1)** presentation to the Lake-Sumter MPO to present the draft Plan Update recommendations for comment.

A3.7 Board of County Commissioners (BCC) Presentations

The Consultant will make **two (2)** presentations to the BCC. The first will be to present findings and preliminary recommendations and the second will be to present the final updated Countywide Parks & Recreation System Master Plan for adoption.

Task A4– Master Plan Update, Project Management & Deliverables

The Consultant will update the Master Plan and furnish to the County twenty-five (25) laminated cover, colored copies of the updated Countywide Parks & Recreation System Master Plan, twenty-five (25) hard copies of the Update's Executive Summary and three (3) electronic copies provided on CDs in CAD and PDF format.

A4.1 Project Management

The Consultant will conduct **one (1)** kick-off meeting in person and a total of **six (6)** progress meetings (which may be in 3 person and 3 via phone) with Parks & Trails Division Staff.

A4.2 Master Plan Update Report

The Master Plan Update will include at minimum the following

- I. Introduction
- II. Review of the Planning Process
- III. Needs Assessment
- IV. Recommendations
- V. Phased Implementation Plan

A separate Executive Summary will be published to present the Update's goals and recommendations in a manner that allows the County to use the document for information

and promotional purposes.

A4.3 Presentation Materials

The Consultant will produce presentation boards, materials and maps to present the Plan Update to the public, municipalities, organizations, Parks, Recreation and Trails Advisory Board, and the BCC.

PART B – COUNTYWIDE TRAILS MASTER PLAN UPDATE

1. Introduction

Lake County Parks & Trails Division is seeking to update the Countywide Trails Master Plan (Plan) that was adopted in 2008 in a manner that will enable the County to meet the standards for national accreditation through the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) and the Statewide Comprehensive Outdoor Recreation Plan (SCORP), as well as enhance both local and regional connectivity throughout the trails system. The following scope of work identifies the tasks required to perform the necessary research, surveys, studies, analysis, and outreach to update the Lake County Trails Master Plan (Plan Update).

2. SCOPE OF SERVICES

The focus of the updated ten (10) year Countywide Trails Master Plan will be on evaluating all existing, planned and potential trails throughout Lake County. This may include adding new potential trails, adjusting existing planned trails, and removing trails that are no longer feasible. The Consultant will identify needed improvements to current trails, as well as locations for any recommended trail facilities such as rest areas, trailheads, and maintenance areas to best serve existing and projected population and growth trends. The Consultant will prepare a prioritized and phased project list based on the identified needs, demands, feasibility, funding, and scheduling considerations.

During the Plan Update, the Consultant will explore, provide outreach and develop partnership opportunities with all fourteen (14) municipalities (Astatula, Clermont, Eustis, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Leesburg, Mascotte, Minneola, Monteverde, Mount Dora, Tavares, and Umatilla), the Lake County Economic Growth Department, the Lake-Sumter Metropolitan Planning Organization (MPO), the Lake County Water Authority (LCWA), the St. Johns River Water Management District (SJRWd), Bike Central Florida, and all other appropriate State and Federal Agencies, as well as special interest and community organizations that may have an interest in the Plan Update. Public involvement in identifying trail needs shall be solicited through community workshops, surveys, and interviews with local officials and organizations

(County, municipal, school board, and others).

The Update will identify needed improvement to current trails, as well as locations for any recommended facilities; such as maintenance areas, trailheads, and rest areas to better conform to changes in alignments and populations. Public involvement will be structured to solicit information on needs and build support for the trails program. Based on the assessment, feasibility, funding, public input, and scheduling, the Consultant will prepare a prioritized and phased project list.

Since the Parks & Recreation System Master Plan Update and the Trails Master Plan Update will be completed concurrently, many of the tasks presented below will be done as a dual activity. The Lake County Trails Master Plan Update process shall include the following professional services and tasks.

Task B1 - Needs Assessment

The Consultant will update the needs assessment that was completed as part of the previous Trails Master Plan to determine any change in needs and priorities for Lake County residents and visitors. The assessment tasks will be based on the acquisition of readily available information from the aforementioned agencies/organizations. More specifically the Consultant will complete the following tasks.

B1.1 Data Collection, Review & Mapping

- 1.1.1 Identify, map, inventory, and assess existing and proposed trails (i.e., paved, nature, and equestrian) and their support facilities (i.e., rest areas, parking, trailheads, signage, markings, and other recreation facilities) within Lake County (i.e., County, municipalities, State, Federal, Water Management District, Office of Greenways and Trails or other agencies).
- 1.1.7 .2 Contact each of the public and private providers within the County (14 municipalities, school board, LCWA, and others) to secure an updated inventory of their trail facilities.
- 1.1.8 .3 Identify, map, inventory, and assess existing trails that enter the County from adjoining counties.
- 1.1.9 .4 Identify, map, and inventory isolated un-connectable and mini-trail segments throughout the County.
- 1.1.10 .5 Identify and review existing capital and maintenance budgets for Lake County trail facilities.

B1.2 Review of Past Plans & Comparisons

1.2.1 Review the County documents including the Comprehensive Plan and other planning studies and reports related to trails; and, document information that may impact the development of the Plan Update.

1.2.2 Review Lake-Sumter MPO transportation planning documents that address existing and future trails.

1.2.3 Document changes in the inventory since the Trails Master Plan adoption and identify how the County has implemented the goals, objectives, and capital program that was included in the Trails Master Plan.

B1.3 Benchmarking

Research and benchmark the surrounding Counties (Marion, Orange, Osceola, Polk, Seminole, Sumter, and Volusia) including but not limited to inventory of trails, staffing, and capital/operating funds.

B1.4 Regional Connectivity Assessment

The Consultant will work with the Lake-Sumter MPO and the Office of Greenways and Trails to discuss regional trail connectivity to determine potential facilities, funding, and partnerships.

B1.5 Population & Service Area Projections

Update the County's projected population, urban service areas, and identify planned development based on discussions with the County's planning staff.

B1.6 Economic Development & Special Event Assessment

Identify and document the existing special events that the County is sponsoring related to trails. This will include a discussion with the County's Economic Development staff related to future event plans and opportunities.

B1.7 Staffing & Operation Assessment

Research and document existing staffing, maintenance levels, and budget for Lake County trails. This will include researching the maintenance relief provided by "Adopt-a-Trail" programs and other volunteers in other communities.

Task B2 – Recommendations & Draft Plan Update

The Consultant will provide preliminary recommendations for trail facilities, operations, and

funding based on the initial needs assessment. The assessment and preliminary recommendations will be presented to the general public, community organizations, municipalities, County staff (includes Public Works), the Parks, Recreation and Trails Advisory Board, the Lake-Sumter MPO, and the Lake County Board of County Commissioners for comment prior to finalizing and including in the Trails Master Plan Update.

B2.1 Trail System Enhancements

- 2.1.1 Update recommendations for future trail facilities and programs including cooperative development, operation and maintenance of facilities with municipal, state, federal, and private agencies.
- 2.1.2 Identify potential new trails that include general location recommendations, amount of right-of-way and acreage required, the level of facility development, and timing schedule.
- 2.1.3 Based on the ADA Transition Plan and a safety inspection of the trails, the Consultant will provide recommendations for improving trail safety. Ideas may include, but not limited to, such things as improved signage, implementation of Crime Prevention Through Environmental Design (CPTED) standards, and GPS markers.
- 2.1.4 Review the Trails ADA Transition Plan and incorporate its recommendations and capital improvements into the Trails Master Plan Update. The Consultant shall also coordinate with the appropriate sections of the Countywide Parks & Recreation System Master Plan that is being updated.
- 2.1.5 Make recommendations for any updates required in the County's Comprehensive Plan or Lake-Sumter MPO planning documents to successfully implement the Trails Master Plan Update.

B2.2 Trail Design & Maintenance Standards

- 2.2.1 Provide updated design standards (in text, graphics and details) of typical trail sections and signage.
- 2.2.2 Design standards for width, paving, trail crossings, and clearances will also be provided.
- 2.2.3 Provide design standards for trail amenities such as trail markers, benches, trash cans, water stations, bike racks, and signage.

- 2.2.4 Recommend maintenance standards and provide a check-list for staff to use in performing trail inspections and maintenance.

B2.3 Funding & Capital Planning

- 2.3.1 Recommend a standard method of calculating maintenance costs for the trail facilities.
- 2.3.2 Development of a point based matrix for the prioritizing of future trails using such criteria as population served, connectivity, cost, facilities provided, and so on.
- 2.3.3 Recommend short, mid and long term capital improvements required to implement the Trails Master Plan Update.
- 2.3.4 Recommend changes to Parks & Trails Division's operating budget to support trails, trail facilities, programs, and services including the assessment of initiating an "Adopt-a-Trail" program.
- 2.3.5 Provide a prioritized and phased project list based on identified needs, demands, feasibility, funding, and scheduling considerations.
- 2.3.6 Based on the recommended improvements, the Consultant will perform an evaluation of the economic impacts that the proposed Trails will have for Lake County.
- 2.3.7 The Consultant will recommend a funding plan to implement the Trails Master Plan Update.

Task B3– Agency & Community Outreach

The Trails Master Plan Update will be developed through the implementation of an active outreach program to gain critical information, determine future demand and build partnerships for the implementation of the Plan Update. The County will be responsible for securing the meeting places for each public forum and for advertising each event. The meetings below will be completed in concert, where applicable, with meetings that are being held for the Parks & Recreation System Master Plan Update.

B3.1 Other Lake County Departments

The Consultant will meet with other County departments including Public Works and the Economic Growth Department. **Three (3)** meetings have been included in the budget.

B3.2 Parks, Recreation & Trails Advisory Board

The Consultant will plan for and facilitate **three (3)** meetings/presentations with the Parks, Recreation and Trails Advisory Board. The first meeting will occur near the commencement of the Trails Master Plan Update to review the process, review the community survey and hear from the Board regarding potential issues and system enhancements. The second meeting will be held to review preliminary recommendations (draft Plan Update). The third meeting will be held to present the final updated Trails Master Plan for review and approval.

B3.3 Community Survey

The Consultant will coordinate with the citizen survey that is being prepared for the Countywide Parks and Recreation Master Plan to include a section of the citizen survey to address trails and trail facilities.

B3.4 Public Meetings

The Consultant shall coordinate, plan for, facilitate, and document **five (5)** community forum meetings/presentations. Each of these meetings will be held in different geographical locations within the County. The meetings will be held to present assessment findings and preliminary recommendations for comment. The County will be responsible for securing the meeting locations and for advertising the meetings. The Consultant will provide the County with an invitation flyer to be used in promoting the events. These meetings will be held concurrently with the community forums for the Parks & Recreation System Master Plan Update.

B3.5 Lake-Sumter MPO & Others

The Consultant will make **three (3)** presentation to the Lake-Sumter MPO to assess needs, present the draft Plan Update recommendations for comment, and to present the final Trails Master Plan Update.

B3.6 Lake County's Tourist Development Council

The Consultant will facilitate **two (2)** meetings with the Tourist Development Council. The first meeting will be held to discuss the Plan Update and opportunities for the Plan to further the County's Economic Development Goals the second meeting will present the draft Plan Update for comment.

B3.7 Board of County Commissioners (BCC) Presentations

The Consultant will make **two (2)** presentations to the BCC. The first will be to present findings and preliminary recommendations and the second will be to present the final

Task B4– Master Plan Update, Project Management & Deliverables

The Consultant will update the Master Plan and furnish to the County twenty-five (25) laminated cover, colored copies of the updated Countywide Trails Master Plan Update, twenty-five (25) hard copies of the Update's Executive Summary and three (3) electronic copies provided on CDs in CAD and PDF format.

B4.1 Project Management

The Consultant will conduct **one (1)** kick-off meeting in person and a total of **six (6)** progress meetings (which may be in 3 person and 3 via phone) with Parks & Trails Division Staff. These will be held concurrently with the Parks & Recreation System Master Plan Update calls.

B4.2 Trails Master Plan Update Report

The Master Plan Update will include at minimum the following

- I. Introduction
- II. Review of the Planning Process
- III. Needs Assessment
- IV. Recommendations
- V. Phased Implementation Plan

A separate Executive Summary will be published to present the Update's goals and recommendations in a manner that allows the County to use the document for information and promotional purposes.

B4.3 Presentation Materials

The Consultant will produce presentation boards, materials, exhibits, and maps to present the Trails Master Plan Update to the public, municipalities, organizations, Parks, Recreation and Trails Advisory Board, and the BCC.

III. RESPONSIBILITY OF THE COUNTY

The County will provide a Project Coordinator to serve as the Consultant's primary point of contact. The County will also provide all necessary and available data, photos, and documents the County possesses that would be useful to the Consultant in the completion of the required services. The County shall be responsible for locating all meeting facilities and advertising both the public meetings and the web-based survey.

IV. SCHEDULE

The Consultant will initiate work immediately upon receipt of the notice to proceed (NTP). Within two (2) weeks of the NTP, the Consultant will produce a detailed milestone schedule to complete the work described in this Task Order, within twelve (12) months from the NTP.

ATTACHMENT B: PROJECT BUDGET AND RATES

I. Project Budget

Task Descriptions		Principal Planner	Project Manager	Trails Task Mgr	Landscape Architect	Sr. Planner/ Designer	Planner/ Designer	CAD Tech	Admin Clerical	CPWG Engineer	Angie Grant	Total Hours	Total Cost
		\$195.00	\$135.00	\$95.00	\$95.00	\$85.00	\$75.00	\$65.00	\$60.00	\$135.00	\$125.00	N/A	N/A
Part A Park & Recreation System Master Plan Update													
TASK A1 Needs Assessment												267	\$29,715
1.1	Data Collection, Review & Mapping	2	8	0	24	18	40	18	2	4	0	114	\$9,980
1.2	Review of Past Plans & Comparisons	2	4	0	12	2	12	0	0	4	0	38	\$3,680
1.3	Benchmarking	4	8	0	12	2	12	8	0	0	0	48	\$4,560
1.4	Population & Service Area Projections	1	2	0	0	0	8	0	0	0	0	11	\$1,065
1.5	Economic Dev. & Special Event Assessment	4	8	0	0	0	0	0	0	0	0	10	\$1,560
1.6	Staffing & Operations Assessment	8	8	0	24	0	0	0	0	0	0	38	\$4,650
1.7	Current Fee Assessment	2	4	0	2	24	0	0	0	0	0	32	\$3,160
TASK A2 Recommendations & Draft Plan Update												372	\$39,540
2.1	Level of Service Update	4	8	0	12	12	0	8	0	0	0	44	\$4,540
2.2	Service Enhancements	8	8	8	80	32	16	16	0	8	0	178	\$17,040
2.3	Funding & Capital Planning	32	8	0	80	24	0	0	0	0	8	152	\$17,960
TASK A3 Agency & Community Outreach												260	\$32,450
3.1	Other Lake County Departments	8	4	0	4	0	0	0	1	0	0	17	\$2,540
3.2	Parks, Recreation & Trails Advisory Board	9	9	0	0	0	0	0	0.5	0	0	19	\$3,000
3.3	Community Survey	4	4	4	0	4	0	0	40	0	0	58	\$4,440
3.4	Lake County's Tourist Development Council	8	4	0	0	0	0	0	0.5	0	0	13	\$2,130
3.5	Public Meetings	24	32	0	0	24	0	0	6	0	20	108	\$13,900
3.6	Lake-Sumter MPO Presentation	4	8	0	4	4	0	0	1	0	0	21	\$2,640
3.7	BCC Presentations	8	8	0	8	4	0	0	1	0	0	29	\$3,800
TASK A4 Master Plan Update, Project Management & Deliverables												222	\$22,990
4.1	Project Management	12	18	0	8	8	0	0	8	4	0	58	\$6,960
4.2	Master Plan Update Report	8	12	4	32	16	16	8	8	10	0	114	\$11,510
4.3	Presentation Materials	2	2	0	12	16	8	8	4	0	0	52	\$4,520
Total Hours		164	161	16	314	160	112	84	72	30	28	1,141	\$123,695
PART A PROJECT BUDGET		\$ 30,030	\$ 21,735	\$ 1,520	\$ 29,830	\$ 16,120	\$ 8,490	\$ 4,160	\$ 4,320	\$ 4,050	\$ 3,500		\$123,695
Part B Trails Master Plan Update													
TASK B1 Needs Assessment												234	\$24,580
1.1	Data Collection, Review & Mapping	2	4	16	0	8	18	12	2	4	0	68	\$5,920
1.2	Review of Past Plans & Comparisons	2	4	12	0	0	12	0	0	4	0	34	\$3,510
1.3	Benchmarking	2	8	12	0	0	0	0	2	0	0	24	\$2,730
1.4	Regional Connectivity Assessment	6	8	8	4	8	8	0	0	0	0	42	\$4,670
1.5	Population Projections & Service Area Proj.	1	1	0	0	6	0	0	0	0	0	8	\$940
1.6	Economic Dev. & Special Event Assessment	8	8	8	0	0	0	0	0	0	0	22	\$3,130
1.7	Staffing & Operations Assessment	2	4	12	8	12	0	0	2	0	0	38	\$3,780
TASK B2 Recommendations & Draft Plan Update												246	\$26,230
2.1	Trail System Enhancements	6	8	32	12	8	24	8	0	10	0	108	\$10,780
2.2	Trail Design & Maintenance Standards	4	8	16	16	0	16	8	2	16	0	88	\$8,900
2.3	Funding & Capital Planning	16	8	12	0	16	0	0	2	0	0	52	\$6,550
TASK B3 Agency & Community Outreach **												99	\$11,635
3.1	Other Lake County Departments	2	2	2	0	0	0	0	4	0	0	10	\$1,060
3.2	Parks, Recreation & Trails Advisory Board	3	0	3	0	0	0	0	0	0	0	6	\$870
3.3	Community Survey	1	2	0	0	8	0	4	4	0	0	19	\$1,845
3.4	Public Meetings	5	5	0	0	0	0	0	0	0	12	22	\$3,150
3.5	Lake-Sumter MPO Presentations	8	0	8	0	8	0	0	4	0	0	28	\$3,240
3.6	Lake County's Tourist Development Council	2	2	0	0	0	0	0	0	0	0	4	\$860
3.7	BCC Presentations	2	0	2	0	4	0	0	2	0	0	10	\$1,040
TASK B4 Master Plan Update, Project Management & Deliverables												172	\$17,160
4.1	Project Management	4	4	4	0	2	0	0	4	4	0	22	\$2,650
4.2	Trails Master Plan Update Report	4	8	32	8	12	16	6	4	16	0	108	\$10,670
4.3	Presentation Materials	2	2	4	8	8	8	8	4	0	0	44	\$3,840
Total Hours		82	82	183	54	100	102	48	36	54	12	751	\$79,665
PART B TOTAL PROJECT BUDGET		\$ 15,990	\$ 11,070	\$ 17,385	\$ 5,130	\$ 8,500	\$ 7,650	\$ 2,990	\$ 2,160	\$ 7,290	\$ 1,500		\$79,665
TOTAL PROJECT BUDGET PART A & PART B													\$203,360

** Will be done concurrently with the Parks & Recreation Master Plan Update

II. Hourly Rates

The following hourly rates were used in calculating the above referenced project budget and may be used if the County seeks to enlist the Consultant meetings related to additional meetings or the Implementation of the Plan Updates.

Principal	\$195.00
Project Manager	\$135.00
Trails Task Manager	\$95.00
Landscape Architect	\$95.00
Sr. Park Designer/Planner	\$85.00
Planner/Designer	\$75.00
CAD Tech	\$65.00
Admin/Clerical	\$60.00
Project Engineer (CPWG)	\$135.00
Grants/Outreach Specialist (Angie Grant)	\$125.00